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Attorneys for Plaintiff JUAN POLLO, INC., a California corporation

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION

JUAN POLLO, INC., a California corporation,

Plaintiff,

v.

HYUN KIM d/b/a POLLO'S, an individual; G.G.R. FOODS, a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO. 8:23-cv-00883-JVS-DFM

**STIPULATION TO ENTER
[PROPOSED] CONSENT DECREE
AND PERMANENT INJUNCTION**

WHEREAS Plaintiff Juan Pollo, Inc. ("Plaintiff"), having filed a Complaint in this action against Defendant Hyun Kim d/b/a Pollo's ("Defendant") for copyright infringement, trademark infringement, and unfair competition, and the parties hereto desiring and having agreed to settle the controversy between them for what they agree constitutes good and valuable consideration, Plaintiff and Defendant, by and through their respective counsel of record, stipulate and agree as follows:

1. That a [Proposed] Consent Decree and Permanent Injunction ("Consent Decree") may be entered upon the terms set forth below.

2. That the Court may review the parties' Release and Settlement Agreement dated and effective August 7, 2023, *in camera* should it elect to do so.

1 3. Defendant stipulates this Court has subject matter jurisdiction over this
2 lawsuit and the case is properly venued in the Central District of California. Defendant
3 further stipulates this Court has personal jurisdiction over each of them.

4 4. Defendant stipulates not to appeal the Consent Decree entered pursuant to
5 this Stipulation and hereby waive all rights to appeal from it. Defendant hereby waives
6 any rights which they may have to request or to have a new trial or any rights which
7 they may have to otherwise challenge, directly or collaterally, the Consent Decree
8 entered pursuant to the terms of this Stipulation, unless there is a breach by Plaintiff of
9 the Release and Settlement Agreement and this Stipulation.

10 5. Defendant acknowledges that they have completely read the terms of this
11 Stipulation and Consent Decree and fully understand the terms and consequences of
12 this Stipulation and Consent Decree.

13 6. The waiver by a party to this Stipulation of the performance of any
14 covenant, condition, or promise herein shall not invalidate this Stipulation nor shall
15 any such waiver be construed as a waiver or relinquishment of the performance of any
16 other covenant, condition, or promise in this Stipulation.

17 7. This Stipulation may be amended or modified only by a written
18 instrument signed by all the parties.

19 8. The claims for relief, and each of them, alleged by Plaintiff against
20 Defendant, shall be dismissed without prejudice.

21 9. This Stipulation shall be binding on and inure to the benefit of the parties
22 to it, their successors, heirs, or assignees.

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1 10. Pursuant to Local Rule 5-4.3.4(a)(2)(i), the filer attests that all other
2 signatories listed, and on whose behalf the filing is submitted, concur in the filing's
3 content and have authorized the filing.

4 IT IS SO STIPULATED:

5
6 KLEIN & WILSON

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8 Dated: August 7, 2023

By: /s/ Michael S. LeBoff
Michael S. LeBoff, P.C.
Attorneys for Plaintiff JUAN POLLO,
INC., a California corporation

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11 Law Office of Eric Y. Kim

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13 Dated: August 7, 2023

By: /s/ Eric Y. Kim
Eric Y. Kim
Attorneys for Defendant Hyun Kim d/b/a
Pollo's